

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**IN RE: CAPACITORS ANTITRUST
LITIGATION**

MASTER FILE NO. 3:14-cv-03264-JD

MDL No. 17-md-0281-JD

**THIS DOCUMENT RELATES TO:
ALL INDIRECT PURCHASER ACTIONS**

**[PROPOSED] FINAL JUDGMENT OF
DISMISSAL WITH PREJUDICE AS TO
RUBYCON DEFENDANTS**

This matter has come before the Court to determine whether there is any cause why this Court should not enter Final Judgment as to Defendants Rubycon Corp. and Rubycon America Inc. (together, “Rubycon”). The Court, having reviewed the settlement agreement between Plaintiffs Michael Brooks, CAE Sound, Steve Wong, Toy-Knowlogy Inc., AGS Devices, Ltd., J&O Electronics, Nebraska Dynamics, Inc., Angstrom, Inc., MakersLED, In Home Tech Solutions, Inc., individually and on behalf of the Indirect Purchaser Class they seek to represent, on the one hand, and Rubycon, on the other, dated March 7, 2018 (the “Settlement Agreement”); Indirect Purchasers’ Motion for Final Approval of Settlements with Holy Stone, NCC/UCC, and Rubycon Defendants; the pleadings and other papers on file in this action; and the statements of counsel and the parties, including at the October 18, 2018 Fairness Hearing, hereby finds no just reason to delay the entry of Final Judgment under Federal Rule of Civil Procedure 54(b). Accordingly, the Court directs entry of Judgment, which shall constitute a final adjudication of the case on the merits as to Rubycon in accordance with the terms of the Settlement Agreement.

Good cause appearing therefore:

IT IS HEREBY ORDERED, AJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, the Actions within this litigation, and the parties to the Settlement Agreements, including all members of the Settlement Class.

2. For purposes of this Judgment, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement [ECF No. 2099-4] as though they were fully set forth in this Final Judgment. Specifically, “Class,” as defined in the Settlement Agreement, means:

All persons and entities in the United States who, during the period from April 1, 2002 to February 28, 2014, purchased one or more Electrolytic Capacitor(s) from a distributor (or from an entity other than a Defendant) that a Defendant or alleged co-conspirator manufactured. Excluded from the Class are Defendants, their parent companies, subsidiaries and Affiliates, any co-conspirators, Defendants’ attorneys in this case, federal government entities and instrumentalities, states and their subdivisions, all judges assigned to

1 this case, all jurors in this case, and all persons and entities who
2 directly purchased Capacitors from Defendants; and

3 All persons and entities in the United States who, during the period
4 from January 1, 2002 to February 28, 2014, purchased one or more
5 Film Capacitor(s) from a distributor (or from an entity other than a
6 Defendant) that a Defendant or alleged co-conspirator manufactured.
7 Excluded from the Class are Defendants, their parent companies,
8 subsidiaries and Affiliates, any co-conspirators, Defendants' attorneys
9 in this case, federal government entities and instrumentalities, states
10 and their subdivisions, all judges assigned to this case, all jurors in this
11 case, and all persons and entities who directly purchased Capacitors
12 from Defendants.

13 3. Those persons and entities identified in the list attached hereto as **Exhibit A** are
14 validly excluded from the Class. Such persons and entities are not included in or bound by this
15 Judgment. Such persons and entities are not entitled to any recovery of the settlement proceeds
16 obtained in connection with the Settlement Agreement.

17 4. The Court hereby dismisses on the merits and with prejudice IPPs' claims against
18 Rubycon, with each party to bear their own costs and attorneys' fees, except as provided in the
19 Settlement Agreement.

20 5. All persons and entities who are Releasors under the terms of the Settlement
21 Agreement are hereby barred and enjoined from commencing, prosecuting, or continuing, either
22 directly or indirectly, any claim against the Releasees, as defined in the Settlement Agreement, in
23 this or any other jurisdiction arising out of, or related to, any of the Released Claims.

24 6. The Releasees are hereby and forever released from all Released Claims as defined
25 in the Settlement Agreement.

26 7. Without affecting the finality of this Judgment in any way, this Court hereby
27 retains continuing jurisdiction over

28 a. implementation of these settlements and any distribution to members of the
Settlement Class pursuant to further orders of this Court;

b. disposition of the Settlement Fund;

- c. determining attorneys' fees, costs, expenses, interest and Class Representative incentive awards;
- d. the Action until Final Judgment contemplated hereby has become effective;
- e. hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and
- f. all parties to the Action and Releasing Parties, for the purpose of enforcing and administering the Settlement Agreement and the mutual releases and other documents contemplated by, or executed in connection with the Agreement.

8. This document constitutes a final judgment and separate documents for purposes of Federal Rule of Civil Procedure 58(a).

9. The Court finds that, pursuant to Federal Rules of Civil Procedure 54(a) and (b), Final Judgment should be entered, and further finds that there is no just reason for delay in the entry of Final Judgment, as to the parties to the Settlement Agreements. Accordingly, the Clerk is hereby directed to enter Final Judgment forthwith.

IT IS SO ORDERED.

Dated: October __, 2018

Hon. James Donato
United States District Court Judge

EXHIBIT A**REQUESTS FOR EXCLUSION FROM RUBYCON SETTLEMENT**

<u>Name</u>	<u>Exclusion Requested Timely</u>
Gayle L. Roberts	Yes
Peter Zdinak	Yes
LingoTeach Inc	Yes
Plexus Corp	Yes
Plexus Asia, Ltd.	Yes
Plexus Corp. Limited	Yes
Plexus Corporation (UK) Limited	Yes
Plexus Deutschland GmbH	Yes
Plexus Electronica S. de R.L. de C.V.	Yes
Plexus (Hangzhou) Co., Ltd.	Yes
Plexus International Services, Inc.	Yes
Plexus Intl. Sales & Logistics, LLC	Yes
Plexus Manufacturing Sdn. Bhd.	Yes
Plexus Services RO S.R.L.	Yes
Plexus (Xia men) Co., Ltd.	Yes
Plexus (Zhejiang) Co., Ltd	Yes
Plexus Corp. (Kelso) Limited	Yes
Plexus Corp. (Maldon) Limited	Yes
Plexus Services Corp.	Yes
Plexus Technology Group, Inc.	Yes
Plexus Electronic Assembly Corp.	Yes
Plexus NPI Plus Corp.	Yes
Plexus Nampa LLC	Yes
Plexus Aerospace, Defense and Security Services, LLC USA	Yes
Plexus QS, LLC	Yes
Plexus Management Services Corporation USA	Yes
Plexus (Thailand) Co., Ltd.	Yes
PTL Information Technology Services Corp.	Yes
Plexus Services Americas, S. de R.L. de C.V.	Yes
Microsoft Mobile, Inc. and Microsoft Mobile Oy	Yes
Microsoft Corporation	Yes
Microsoft Corporation's Subsidiaries	Yes

**Final Judgment of Dismissal with Prejudice as to Approval of Settlement with Rubycon Defendants;
Case No. 3:14-cv-03264-JD**

<u>Name</u>	<u>Exclusion Requested Timely</u>
Nokia Corporation (Finland)	Yes
Nokia Sales International Oy (Finland)	Yes
Nokia India Pvt. Ltd. (India)	Yes
OOO Nokia (Russia)	Yes
Nokia (China) Investment Co., Ltd. (China)	Yes
Nokia Telecommunications Ltd. (China)	Yes
Nokia Inc. (United States)	Yes
Nokia UK Limited (United Kingdom)	Yes
Nokia do Brasil Technologia Ltda (Brazil)	Yes
Nokia TMC Limited (South Korea)	Yes
Nokia (Thailand) Ltd. (Thailand)	Yes
Nokia Solutions and Networks B.V. (The Netherlands)	Yes
Nokia Solutions and Networks Oy (Finland)	Yes
Nokia Solutions and Networks US LLC (United States)	Yes
Nokia Solutions and Networks Japan Corp (Japan)	Yes
Nokia Solutions and Networks India Private Limited (India)	Yes
Nokia Solutions and Networks System Technology (Beijing) Co., Ltd (China)	Yes
Nokia Solutions and Networks Branch Operations Oy (Finland)	Yes
Nokia Solutions and Networks Korea Ltd (South Korea)	Yes
Nokia Solutions and Networks do Brasil Telecomunicações Ltda (Brazil)	Yes
Nokia Solutions and Networks Technology Service Co., Ltd (China)	Yes
HERE Holding Corporation (United States)	Yes
HERE Global B.V. (The Netherlands)	Yes
HERE Europe B.V. (The Netherlands)	Yes
HERE North America LLC (United States)	Yes
HERE Deutschland GmbH (Germany)	Yes
Nokia Finance International B.V. (The Netherlands)	Yes

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<u>Name</u>	<u>Exclusion Requested Timely</u>
Nokia GmbH (Germany)	Yes
Nokia Capitel Telecommunications Ltd. (China)	Yes
Dongguan Nokia Mobile Phones Company Ltd. (China)	Yes
Nokia Komarom Kft (Hungary)	Yes
Nokia Romania SRL (Romania)	Yes
Nokia Communications Equipment (Shanghai) Ltd (China)	Yes
Nokia (HK) Ltd (Hong Kong)	Yes
Nokia Mobile Phone Manufacturing (HK) Ltd (Hong Kong)	Yes
Nokia Mobile Communications KK (formerly Nokia Mobile Phone Japan)	Yes
Dell Inc.	Yes
Dell Technologies, Inc.	Yes
EMC Corporation	Yes
Wyse Technology, Inc.	Yes